

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JAMES D. MCDONALD	:	
ORGANIZATION	:	
	:	
v.	:	02-MC-144
	:	
	:	
CONSECO FINANCE BANK	:	

**EXPLANATION AND ORDER**

The pro se plaintiff has filed a writ of attachment in the above-captioned matter. Plaintiff appears to allege that defendant Conseco Finance Bank (“Conseco”) failed to credit a payment that plaintiff made to the bank. Federal Rule of Civil Procedure 70 allows a court to attach the property of a disobedient party to compel satisfaction of a judgment. Rule 70, however, is operative only after judgment is entered in favor of the party seeking the writ of attachment. See De Beers Consol. Mines v. U.S., 325 U.S. 212, 218 (1945); Beck v. Transportes, Aduanas Y Consignaciones, S.A., 1986 WL 13841, \*1 (E.D. Pa. 1986). There is nothing in the record before me that establishes that plaintiff has obtained judgment against Conseco. Therefore, I will dismiss plaintiff’s writ of attachment without prejudice.

**AND NOW**, this        day of July 2002, it is **ORDERED** that plaintiff’s writ of attachment (Docket #1) is **DISMISSED WITHOUT PREJUDICE**. The clerk’s office is directed to mark this matter closed.

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ANITA B. BRODY, J.

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